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**BEFORE THE BOARD OF PATENT APPEALS  
AND INTERFERENCES**

**MAILED**

Application Number: 09/670,900

Filing Date: September 28, 2000

Appellant(s): FRASER ET AL.

**GROUP 3600**

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Glen R. Farnabish  
For Appellant

**EXAMINER'S ANSWER**

This is in response to the appeal brief filed 18 May 2007 appealing from the Office action mailed 19 June 2006.

**(1) Real Party in Interest**

A statement identifying by name the real party in interest is contained in the brief.

**(2) Related Appeals and Interferences**

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

**(3) Status of Claims**

The statement of the status of claims contained in the brief is correct.

**(4) Status of Amendments After Final**

The appellant's statement of the status of amendments after the last rejection contained in the brief is correct. The amendment of 16 February 2007 is not entered.

**(5) Summary of Claimed Subject Matter**

The summary of claimed subject matter contained in the brief is correct. Appellant's Brief contains two paragraphs. The second paragraph appears to be essentially the same as the first paragraph.

**(6) Grounds of Rejection to be Reviewed on Appeal**

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

## **(7) Claims Appendix**

The copy of the appealed claims contained in the Appendix to the brief is correct.

Claims 1, 13, 34, 53, 74, 95 (directed to methods) and claim 116 (directed to an apparatus) are independent.

## **(8) Evidence Relied Upon**

6,067,532 GEBB 05-2000

## **(9) Grounds of Rejection**

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1, 3-4, 6-17, 20-37, 41-56, 60-77, 81-98, 102-119, 123-135 are rejected under 35 U.S.C. 103(a) as unpatentable over Gebb U.S Patent No. 6,067,532.

To facilitate review, the Examiner provides an expanded analysis of the rejections under 103(a) obviousness. These are not new grounds of rejection.

Gebb discloses a method for redistributing tickets on a secondary market.

Potential sellers (first consumers) enroll with the system manager via telephone, fax, mail, E-mail, or Internet (the first consumers enroll in the system to transfer an item with restricted transferability).

Gebb discloses receiving a request to transfer an item from the seller when the seller enrolls and consigns, as in Fig. 2, steps 110 and 112.

Gebb discloses presenting to a seller a plurality of consignment options. See Fig. 2 and related text, describing interactive processes. The sellers submit an address, a credit card and/or other information to verify their identity and trustworthiness [Cal 6, Line 5]. Consignment options include posting an advertisement (including a price) and transfer by auction (highest bids, as in Col. 8, line 2).

Gebb discloses requesting authorization to transfer the item from a provider of the item as well as from the seller. See references to agreements, where the system requests that a seller sign an agreement to transfer the item. For authorization from a provider, after the seller is verified, the ticket information itself is verified with the master arena (provider) database, which verifies the existence of the event and seat and the initial sale of the specific seat (contacting the provider to verify whether the seller possess the item) [Col 7, Line 36], thereby addressing fraud.

Gebb discloses presenting information about the item to a *buyer* (buyer... browse, as in Col. 2, lines 52-62). Gebb discloses presenting the information in response to selection by the *seller* of one of the options. The information includes

- transfer by auction, where buyers bid and tickets are sold to the highest bidders (Col. 8, line 2).

transfer by posting advertisement selection (buyers may browse, as in Col. 2, lines 52-63, and there is no bidding). Gebb discloses calculating a set price for the ticket and posting the price.

Gebb discloses receiving from the *buyer* an offer (bids) to purchase the item.

When a buyer offer (bid) is successful then the buyer pays for the ticket at the time of purchase using any known credit card transaction or payment mechanism known in the art, i.e. cash, check, smart card [Col 8, Line 30].

Gebb discloses transferring the item from the *seller* to the *buyer* in response to receiving the offer to purchase. Buyers must enter their credit card, address and other demographic information to be stored in a buyer database [Col 8, Line 37]. The buyer's information is verified before their purchase of the tickets is authorized (authorization of second consumer prior to arranging for transfer) [Col 8, Line 44].

Gebb discloses arranging for the transfer of the item from the *seller* to the *buyer* in response to receiving the offer to purchase. The ticket is then distributed to the buyer via a desired distribution method selected by the buyer [Col 8, Line 44]. These measures include mailing the ticket to the system manager, from the seller, for redistribution, deactivating the authorization on the initial ticket, or informing the arena not to accept the original ticket (instructing the first consumer to send the item to the second through the provider and providing for the second consumer to make payment for the item, instructing the first consumer to send the item to the second consumer directly and providing for the second consumer to make payment) [Col 9, Line 2].

The ticket server limits the number of tickets, which an individual seller can consign per event (placing additional restrictions on the item where the constriction comprises a maximum number of tickets available for sale) [Col 7, Line 50]. The ticket server also analyzes any agreements with the particular arena, promoter or entity

(providers) regarding the establishment of resale prices (restriction comprises at least one of minimum transfer price, a provider authorizing the transfer) [Col 7, Line 53].

When a transaction is conducted properly, the seller is credited a predetermined amount - for example the face value of the ticket less any fee (e.g., transaction fee, as in Col. 7, line 63, service fee, as in Col. 1, lines 4-10) as required by contract with the arena (provider) the State, etc. (the provider receives a fee from the payment of the second consumer, where the fee is a flat or a percentage payment) [Col 9, Line 16]. The seller can be credited by any number of means including cash check, etc.

Gebb discloses auctions, as when ticket information is placed in an offer database allowing potential buyers (second consumers) to bid for the ticket such that the ticket will be sold to the highest bidder, as in Col. 8, line 2. Gebb discloses interfaces, as in Fig. 1 and related text. Fig. 2 shows the use of an interface provided for a seller to enroll and consign an item. Buyers (Appellant's second consumers) bid on items or otherwise buy items at for a price that includes fees.

Gebb does not explicitly disclose

...presenting to the first consumer a plurality of options, wherein the options include a transfer by auction selection and a transfer by posting an advertisement selection, wherein posting an advertisement comprises posting a price;

Official Notice is taken that it is well within the level of one of ordinary skill in the art at the time the invention was made to present customers with a user-friendly interface, including a web page with selectable options.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to extend Gebb's web pages to made to present customers with a user-friendly interface, including a web page with selectable options.

One of ordinary skill in the art at the time the invention was made would have been motivated to extend Gebb's web pages to made to present customers with a user-friendly interface, including a web page with selectable options for the obvious reason that by doing so, the system can restrict a user's options and possibly reduce input errors. Further, the selection would allow the seller to choose a preferred method of sale, i.e. auction or set-price, in order to give the seller the most flexibility, thereby enhancing customer satisfaction.

Additionally, it would have been obvious to one of ordinary skill in the art at the time of invention to have modified Gebb to have included features of admitted prior art (previously Officially Noticed) because the incorporation of such features is no more than the predictable use of prior art elements according to their established function.

#### **(10) Response to Argument**

Appellants' pre-KSR brief argues that there is no teaching suggestion or motivation to combine Gebb with admitted prior art (previously Officially Cited). KSR forecloses Appellant's argument that a specific teaching is required for a finding of obviousness. KSR, 127 S.Ct. at 1741, 82 USPQ2d at 1396.

To facilitate review, the Examiner provides in Grounds of Rejection, above, an expanded analysis of the rejections under 103(a) obviousness over Gebb and admitted prior art (originally Official Notice). As before, the Examiner relies on Graham's factual inquiries, and clearly identifies the reason why a person of ordinary skill in the art would have combined the prior art elements in the manner claimed:

Gebb discloses...

Gebb does not explicitly disclose...

As admitted prior art (previously Official Notice) it is well within the level of one of ordinary skill in the art at the time the invention was made to present customers with a user-friendly interface, including a web page with selectable options.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to extend Gebb's web pages [according to admitted prior art] to made to present customers with a user-friendly interface, including a web page with selectable options.

One of ordinary skill in the art at the time the invention was made would have been motivated to extend Gebb's web pages to made to present customers with a user-friendly interface, including a web page with selectable options for the obvious reason that by doing so, the system can restrict a user's options and possibly reduce input errors. Further, the selection would allow the seller to choose a preferred method of sale, i.e. auction or set-price, in order to give the seller the most flexibility, thereby enhancing customer satisfaction.

The Examiner also notes that the claims recite combinations which only unite old elements with no change in their respective functions and which yield predictable results. Thus, the claimed subject matter likely would have been obvious under KSR.

Appellant presents no evidence that modifying Gebb with elements of admitted prior art (previously Officially Noticed) was uniquely challenging or difficult for one of ordinary skill in the art. Under those circumstances, the Examiner did not err in holding that it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify Gebb to include facts Officially Noticed to disclose

requesting authorization to transfer the item from a provider of the item (group I)

requesting authorization to transfer the item from a provider of the item; [and] notifying the first consumer whether the provider authorized or denied the transfer (group II)

presenting to the first consumer a plurality of options, *wherein* the options include a transfer by auction selection and a transfer by posting an advertisement selection, *wherein* posting an advertisement comprises posting a price (group III)

providing for the provider to receive a fee from the payment from the second consumer (Group IV)

providing for the provider to receive a fee from the payment from the second consumer, *wherein* the fee is a percentage of the payment (Group V)

receiving restrictions on the transfer of the item from the provider of the item; *wherein* receiving restrictions on the transfer of the item comprises setting a minimum price for the item (Group VI)

receiving restrictions on the transfer of the item from the provider of the item; (Group VII)

Because this is a case where the alleged improvements are no more than the predictable use of prior art elements according to their established functions, no further analysis is required by the Examiner. KSR, 127 S.Ct. at 1740, 82 USPQ2d at 1396.

Further, the technical line of reasoning underlying his decision to take Official Notice is clear and unmistakable. Appellant consistently has not provided evidence as to why he feels that the facts Officially Noticed are incorrect.

#### Official Notice, now Admitted Prior Art

A "traverse" is a denial of an opposing party's allegations of fact.<sup>1</sup> The Examiner respectfully submits that Appellants' arguments and comments do not appear to traverse what Examiner regards as knowledge that would have been generally available to one of ordinary skill in the art at the time the invention was made. Even if one were to interpret Appellants' arguments and comments as constituting a traverse, Appellants' arguments and comments do not constitute an adequate traverse because Appellant has not specifically pointed out the supposed errors in the examiner's action, which would include stating why the noticed fact *is not* considered to be common knowledge or well-known in the art. 27 CFR 1.104(d)(2).

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<sup>1</sup> Definition of Traverse, Black's Law Dictionary, "In common law pleading, a traverse signifies a denial."

An adequate traverse must contain adequate information or argument to create on its face a reasonable doubt regarding the circumstances justifying Examiner's notice of what is well known to one of ordinary skill in the art. In re Boon, 439 F.2d 724, 728, 169 USPQ 231, 234 (CCPA1971).

Appellant has not seasonably traversed the well known statement during examination. The object of the well known statement is taken to be admitted prior art. In re Chevenard, 139 F.2d 71, 60 USPQ 239 (CCPA 1943). MPEP 2144.03 Reliance on Common Knowledge in the Art or "Well Known" Prior Art.

In view of Appellant's continued failure to adequately traverse official notice, the following are admitted prior art:

it would have been obvious to one skilled in the art at the time to allow the seller to choose a preferred method of sale, i.e., auction or set-price, in order to give the seller the most" flexibility, thereby enhancing customer satisfaction" (Office Action, p. 6, lines 14-17).

...membership-based websites that require password, login or some sort of identifying information to access the content are notoriously known in the art - examiner would like to note that the term "membership" is interpreted as broadly as possible and does not denote requirement of payment or subscription, it is merely defined here as a system that requires recognition of a user. Such mechanisms are generally implemented by requiring a user to supply certain information - including but not limited to a name, contact information, billing information -and storing that information in association with an identification - a password, a pin number, an ID, etc. - unique to the user. The user then can only view content on the website they are registered and have provided the system with some information by which the system can track their activities and preferences. Such systems are widely implemented for the purpose of creating more relevant content and sales promotions that are targeted to the particular needs of each user, thereby increasing the likelihood of a sale.

#### Cited portions in Gebb

Appellant argues that certain cited portions of Gebb do not disclose [...claimed limitation...], that Gebb in general does not disclose [...claimed limitation...]. Appellant concludes that the Examiner has failed to establish a *prima facie* case of obviousness.

In response, the Examiner cites particular columns and line numbers in Gebb as applied to the claims for the convenience of the Appellant. The specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claims. Other passages and figures may apply as well. It is respectfully requested that, in preparing responses, the Appellant fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

To further facilitate review, the Examiner provides the following as chart of the Appeal Brief and arguments. Column A refers to Appellant's "groups", pages 10-11 and 13-22. Column B refers to claims in each group. Column C identifies the independent claim in each group. Column D identifies limitations found in claims of Column B that Appellant alleges are not obvious over prior art.

<b>A</b> <b>Gp</b>	<b>B</b> <b>Claims</b>	<b>C</b> <b>Independent claims</b>	<b>D</b> <b>Limitation</b>
I	1, 3-4, 6-16, 20-22, 29-37, 41, 48-52, 116-119, 123-131	1, 13, 34, 116	requesting authorization to transfer the item from a provider of the item
II	4, 34-37, 41, 48-52	34	requesting authorization to transfer the item from a provider of the item; [and] notifying the first consumer whether the provider authorized or denied the transfer
III	1, 3-4, 6-16, 20-22, 29-37, 41, 48-56, 60-62, 69-77, 81-83, 90-98, 102-104, 111-119, 123-134	1, 13, 34, 53, 74, 95, 116	presenting to the first consumer a plurality of options, wherein the options include a transfer by auction selection and a transfer by posting an advertisement selection, wherein posting an advertisement comprises posting a price
IV	31-33, 50-52, 71-73, 92-94, 113-115	None	providing for the provider to receive a fee from the payment from the second consumer
V	33, 52, 73, 94, 115	None	providing for the provider to receive a fee from the payment from the second consumer wherein the fee is a percentage of the payment
VI	12, 15, 36, 55, 76, 97	None	receiving restrictions on the transfer of the item from the provider of the item; wherein receiving restrictions on the transfer of the item comprises setting a minimum price for the item
VII	12, 16, 37, 56, 77, 98	None	receiving restrictions on the transfer of the item from the provider of the item;

As to Group I, Appellant argues, pages 13-14

...Gebb has no need for this feature [of claim 1]...this portion of Gebb does not disclose any form of a consignment agreement with a "provider." Accordingly, contrary to claim 1, this portion of Gebb does not teach, suggest, nor disclose "requesting authorization to transfer the item from a provider of the item."

[column 7, line 53] this portion of gebb also does not teach, suggest, nor disclose the above feature of claim 1.

In establishing a resale price as disclosed by Gebb, Gebb discloses a system that assumes "requesting authorization to transfer the item from a provider of the item" is not required and never makes this "request[]" "from a provider."

...Gebb in general does not teach, suggest, nor disclose the "requesting authorization" feature of claim 1.

In the absence of an explicit definition, the term provider is given its broadest reasonable interpretation to include any type of intermediary such as brokers, scalpers, ticket outlets as well as Gebb's redistribution system. Please see references to service fees (e.g., Col. 1, lines 4-10) and transaction fees (e.g., Col. 7, lines 60-65).

As to Group II, Appellant argues, page 14, that Gebb does not disclose "...notifying the first consumer whether the provider authorized or denied the transfer..."

Gebb does not teach, suggest, nor disclose [claim 4] "the provider authorized or denied the transfer."...Specifically, the Examiner does not appear to indicate anywhere in the Fourth Office Action where Gebb teaches, suggests, or discloses that the "particular arena, promoter or entity" of Gebb (i.e., "provider," as asserted by the Examiner) "authorize[s] or denie[s] the transfer" and as such, the Examiner has failed the initial burden of presenting a *prima facie* case of obviousness with respect to claim 4. The rejection is thereby improper.

In response, Gebb protects from fraud and verifies all tickets posted. Gebb discloses that on enrollment, sellers provide information and that selected information is verified. Gebb informs the seller of authorization and presents an agreement. Col. 5, line 66-Col. 6, line 39.

As to Group III, Appellant argues, pages 15-16, that Gebb does not disclose "...presenting to the first consumer a plurality of options, wherein the options include a

transfer by auction selection and a transfer by posting an advertisement selection, wherein posting an advertisement comprises posting a price...."

...There is no evidence that the Examiner's purported "benefits" (i.e., to "restrict a user's options and possibly reduce input errors" and "to give the seller the most flexibility, thereby enhancing customer satisfaction"), even if they were true, would have prompted one of ordinary skill in the art to modify Gebb to perform the recited feature of claim 1.

See Official Notice and Traverse and comments concerning KSR. In Gebb, the system calculates a set price for the ticket and posts the resale opportunity is simply posted at this price (advertising interface) [Col 7, Line 55]. Alternatively, the ticket information can be placed in an offer database allowing potential buyers (second consumers) to bid for the ticket such that the ticket will be sold to the highest bidder, Col. 2, line 48, (bidding interface, receiving a bid to purchase the item from the second consumer in response to presenting information on the item, acceptance of the bid by the first consumer).

Gebb does not explicitly disclose

...presenting to the first consumer a plurality of options, wherein the options include a transfer by auction selection and a transfer by posting an advertisement selection, wherein posting an advertisement comprises posting a price;

As admitted prior art, (previously Officially Noticed) it is well within the level of one of ordinary skill in the art at the time the invention was made to present customers with a user-friendly interface, including a web page with selectable options.

Therefore, it would have been obvious to one of ordinary skill in the art at the time the invention was made to extend Gebb's web pages to made to present customers with a user-friendly interface, including selectable options.

One of ordinary skill in the art at the time the invention was made would have been motivated to extend Gebb's web pages to made to present customers with a user-

friendly interface, including a web page with selectable options for the obvious reason that by doing so, the system can restrict a user's options and possibly reduce input errors. Further, the selection would allow the seller to choose a preferred method of sale, i.e. auction or set-price, in order to give the seller the most flexibility, thereby enhancing customer satisfaction.

As to Group IV, Appellant argues, pages 17-19, that Gebb does not disclose the limitation of claim 31, "...providing for the provider to receive a fee from the payment from the second consumer"

[column 9, line 16] *this portion of Gebb does not teach, suggest, nor disclose the above feature of claim 31.*

Specifically, at column 9, lines 14-21 Gebb discloses ...*this portion of Gebb does not teach, suggest, nor disclose "providing for" the "particular arena, promoter or entity" (i.e., "provider," as asserted by the Examiner) "to receive [the transaction]fee," as claim 31 recites...* In addition, with respect to the "agreements with the arenas, promoters, etc.," as disclosed by Gebb at column 9, lines 14-21, ...*Gebb does not teach, suggest, nor disclose that an agreement with a "particular arena, promoter or entity" "provid[es] for the [particular arena, promoter or entity] to receive a fee," as claim 31 recites.*

...Gebb discloses analyzing an agreement for establishing a resale price but *Gebb does not teach, suggest, nor disclose that an agreement with a "particular arena, promoter or entity" "provid[es] for the [particular arena, promoter or entity] to receive a fee," as claim 31 recites.*

Gebb in general *does not teach, suggest, nor disclose the recited feature of claim 31.*

In response, the Examiner directs attention to "...transaction fee..." and "...service fee..." that are part of the amount paid by a buyer to the intermediary. For example, transaction fee, as in Col. 7, line 63, service fee, as in Col. 1, lines 4-10.

Intermediaries (applicant's providers) receive a fee from the payment of the second consumer.

As to Group V, Appellant argues, page 19, that Gebb does not disclose that "...the fee [claim 31] is a percentage of the payment..."

Dependent claim 33 is representative of the group and recites, together with dependent claim 31, the following features:...*providing for the provider to receive a fee from the payment from the second consumer," ... wherein the fee is a percentage of the payment.*

Gebb does not teach, suggest, nor disclose "the fee is a percentage of the payment" and as such, the Examiner has failed to establish a *prima facie* case of obviousness with respect to the claims of the Fifth Group.

Gebb does not make any indication at this portion, nor any other portion, to a "fee [that] is a percentage of[a] payment," let alone "providing for the provider to receive [such] a fee," as discussed above with reference to claim 31.

In response, while Appellant's specifications use the term percentage without further elaboration; there is no provision for calculating the fee, for example:

...For example, a flat fee (such as \$50) may be paid to the provider system in order to release the restriction on transferability. As another example, a percentage fee (such as 10% of the transfer price) may be paid to the provider system(specification, page 5, line 33-page 6, line 4).

In the absence of an explicit definition, the term percentage is given its broadest reasonable interpretation: a percentage is a share of winning or profits:

...Where an explicit definition is provided by the applicant for a term, that definition will control interpretation of the term as it is used in the claim. *Toro Co. v. White Consolidated Industries Inc.*, 199 F.3d 1295, 1301, 53 USPQ2d 1065, 1069 (Fed. Cir. 1999) (meaning of words used in a claim is not construed in a "lexicographic vacuum, but in the context of the specification and drawings."). Any special meaning assigned to a term "must be sufficiently clear in the specification that any departure from common usage would be so understood by a person of experience in the field of the invention." *Multiform Desiccants Inc. v. Medzam Ltd.*, 133 F.3d 1473, 1477, 45 USPQ2d 1429, 1432 (Fed. Cir. 1998). See also MPEP § 2111.01.

- During prosecution, claims are given their broadest reasonable interpretation:

USPTO personnel are to give claims their broadest reasonable interpretation in light of the supporting disclosure. *In re Morris*, 127 F.3d 1048, 1054-55, 44 USPQ2d 1023, 1027-28 (Fed. Cir. 1997). Limitations appearing in the specification but not recited in the claim should not be read into the claim. *E-Pass Techs., Inc. v. 3Com Corp.*, 343 F.3d 1364, 1369, 67 USPQ2d 1947, 1950 (Fed. Cir. 2003) (claims must be interpreted "in view of the specification" without importing limitations from the specification into the claims unnecessarily). *In re Prater*, 415 F.2d 1393, 1404-05, 162 USPQ 541, 550- 551 (CCPA 1969). See also *In re Zletz*, 893 F.2d 319, 321-22, 13 USPQ2d 1320, 1322 (Fed. Cir. 1989) ("During patent examination the pending claims must be interpreted as broadly as their terms reasonably allow.... The reason is simply that during patent prosecution when claims can be amended, ambiguities should be recognized, scope and breadth of language explored, and clarification imposed.... An essential purpose of patent examination is to fashion claims that are precise, clear, correct, and unambiguous. MPEP 2106.

Gebb refers to adding fees, including nominal fees to the base price of an item to arrive at a total cost, as in Col. 2, lines 45-50.

As to Group VI, Appellant argues, pages 20-21, that Gebb does not disclose "...setting a minimum price for the item..."

Dependent claim 15 is representative of the group and recites, together with independent claim 13, the following features:...receiving restrictions on the transfer of the item from the provider of the item; ... wherein receiving restrictions on the transfer of the item comprises setting a minimum price for the item.

**Gebb does not** teach, suggest, nor disclose "wherein receiving restrictions on the transfer of the item comprises setting a minimum price for the item"...and as such, the Examiner has failed to establish a *prima facie* case of obviousness with respect to the claims of the Sixth Group.

Specifically, at column 7, line 53 to column 8, line 2...In establishing a resale price, as disclosed by Gebb at this portion, that includes the face value of the ticket plus a transaction fee or a resale price based on the highest bidder, Gebb at most discloses a maximum price restriction or no price restriction at all.

Gebb in general **does not** teach, suggest, nor disclose the recited feature of claim 15.

In response, claim 15 includes the limitations of parent claim 13:

Claim 13...  
receiving restrictions on the transfer of the item from the provider of the item;  
implementing the restrictions with respect to the item;

15. (Previously Presented) The method of claim 13 wherein receiving restrictions on the transfer of the item comprises setting a minimum price for the item.

These features are disclosed by Gebb, Col. 7, line 53-Col. 8, line 2, which discloses resale prices where transfer restrictions occur, establishing resale prices, as in Col. 7, line 53-Col. 8, line 2.

As to Group VII, Appellant argues, pages 21-22, that Gebb does not disclose "...setting a maximum number of items that may be sold..."

Dependent claim 16 is representative of the group and recites, together with independent claim 13, the following features:...receiving restrictions on the transfer of the item from the provider of the item; ... wherein receiving restrictions on the transfer of the item comprises setting a maximum number of items that may be sold.

Gebb does not teach, suggest, nor disclose "wherein receiving restrictions on the transfer of the item [from the provider of the item] comprises setting a maximum number of items

that may be sold" and as such, the Examiner has failed to establish a *prima facie* case of obviousness with respect to the claims of the Seventh Group.

[column 7, line 50] this portion of Gebb does not teach, suggest, nor disclose the above feature of claim 16.

column 7, lines 50-52 Gebb discloses that the "ticket server ... limits the number of tickets which an individual seller is allowed to consign per event." While Gebb discloses at this portion that the "ticket server ... limits the number of tickets," nowhere does Gebb appear to teach, suggest, or disclose that the "ticket server" is a "particular arena, promoter or entity" (i.e., "provider," as asserted by the Examiner).

...this portion of Gebb does not teach, suggest, nor disclose "wherein receiving restrictions on the transfer of the item [from the provider of the item] comprises setting a maximum number of items that may be sold," as claim 16 recites.

In response, the Examiner notes that Gebb discloses limiting the number of tickets that may be sold, as in Col. 7, lines 42-52.

#### **(11) Related Proceeding(s) Appendix**

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

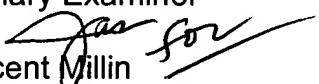
For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

James Zurita  
Primary Examiner  
Art Unit 3625  
3 September 2007

  
JAMES ZURITA  
PRIMARY EXAMINER

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